INVITATION FOR BID	
FILE NO: 7087	If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as
COMMODITY: Remotely Operated Vehicle (ROV) System for Fire Department	fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on
NAME OF BIDDER:	the next normal business day. Bids will be accepted until that date and time.
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent PH: (617) 349-4310 FAX: (617) 349-4008 795 Massachusetts Avenue, Room 303

Cambridge, MA 02139

Late proposals will not be accepted.

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the Cambridge Chronicle on Thursday, December 3, 2015 which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA by 11:00 A.M. on Thursday, December 17, 2015. This bid may be downloaded from the City's web site, www.CambridgeMa.gov, Online Services, Purchasing Bid List, Invitation for Bid, File No. 7087. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time.

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto.

"The submitted bid must be without conditions, exceptions or modifications to the bid document".

The envelope containing the bid must be labeled: "This envelope contains a bid "Remotely Operated Vehicle (ROV) opened at 11:00 A.M. on Thursday, December 17, 2015. The bid and all documents submitted with it are public records.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered:				
SIGNATURE OF BIDDER:				
TITLE OF SIGNATORY				
ADDRESS OF BIDDER				
TELEPHONE NUMBERFAX NUMBER:				
Please check one of the following and insert the requested information:				
() Corporation, incorporated in the State of:				
() Partnership. Names of partners:				
() Individual:				
Email address:				

Bidder Name _____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the

Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL

The Vendor in the performance of the contract shall not discriminate on the OPPORTUNITY: grounds of race, color, religious creed, national origin or ancestry, age, disability,

sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of

this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax

and the payment of Commonwealth of Massachusetts sales tax (except for

gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY.

The City reserves the right to purchase the commodity(ies) specified in any

amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the

City of Cambridge destination. Where the unit price and the total price are at

variance, the unit price will prevail.

DELIVERY AND Deliveries must be made in such quantities as called for in the purchase order PACKAGING:

and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the

vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making

the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and

date of the bid opening.

REJECTION OF

BIDS:

The City reserves the right to reject any and all bids if it is in best interest of the

City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless

award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless

the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful

misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may

terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest

in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA

SHEETS:

Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such

substance when deliveries are made. The vendor agrees to comply with all

requirements set forth in the pertinent laws above.

TO: Amy L. Witts, Purchasing Agent

City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes "To furnish and deliver an underwater remotely operated vehicle (ROV) system for use by the Cambridge Fire Department Dive Team. One award will be made as a result of this Invitation for Bid. Prices must remain FIRM during the entire contract period. A contract will be awarded to the responsive and responsible bidder offering the lowest price.

Contract will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms and conditions.

Please submit your bid in duplicate.

Questions

Questions concerning this Invitation for Bid, <u>including any exceptions to the specifications</u> must be submitted in writing and faxed to the Office of the Purchasing Agent, Amy L. Witts, Fax# 617-349-4008. All questions must be submitted no later than **Thursday, December 10, 2015 by 3:00 p.m.** An Addendum will be posted to the website to notify bidders of the questions and answers.

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list of the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Laws.

⊰idder	Name	

Specification for Underwater Remotely Operated Vehicle System

The Cambridge Fire Department intends to purchase an underwater remotely operated vehicle (ROV) system for use by the dive rescue team. The ROV and its integrated camera, sonar, manipulator arm, lighting, topside power supply and controls, tether and reel, navigation system, transport cases, spare parts and tools, computer, and associated software will all be designed, assembled, and programmed to work together as a complete system. The manufacturer will furnish and deliver this complete system with full depth testing documentation and an operator's manual in hard copy and CDROM. Upon delivery of the ROV to the Cambridge Fire Department, 491 Broadway, Cambridge, MA, the successful bidder will provide 3 consecutive full days of onsite training to the members of the fire department dive team and marine unit. The ROV system and training will conform to the following specification:

Delivery and training should be within 90 days of the contract award.

Vehicle

300 meter depth rated

Propelled by 5 high output brushless DC thrusters (oil compensated)

680 line/.01 lux color camera, 3.6mm lens, wide dynamic range

Internal LED array, 700 lumens, tracks camera

Protective bumper frame

Vehicle will be fitted with a Forward Thruster Upgrade Kit including the following:

2 larger diameter forward thrusters, oil compensated, brushless DC

1 spare larger diameter thruster assembly

Vehicle will be capable of receiving and operating all the specified components with a 4 wheel drive crawler/VRAM skid attachment, if one is added in the future.

Topside Controls

Splash-proof rugged case with retractable handle and wheels Integrated navigation and control console and surface power supply Hand controller integrated into case, removable Waterproof keyboard controlling the included Windows 7 computer 20" daylight viewable color LCD monitor integrated into upper panel Digital video recording capability via integrated hard drive

Tether

250 meter length with connectors and strain relief fittings 100kgf working strength, 220kgf breaking strength Tether reel, 250 meter capacity, generation 2, with slip ring Quick recovery system

Cases and Packaging

Vehicle transit case with custom foam Tether transit case with custom foam

Spares

Basic spares tool kit with vacuum pump Spare brushless DC thruster assembly (oil compensated), generation 2 Oil compensation top off kit

<u>Grabber</u>

Three jaw grabber, 300 depth meter rating, generation 2 assembly

Complete SAR configuration grabber attachment kit including standard interlocking, large interlocking, cutter attachments, and maintenance kit

Lighting

External lighting, LED, 2 head, 1080 lumens per head

Imaging Sonar

Bidder Name			
DIUUCI IVAIIIC			

Tritech Gemini imaging sonar, 120 degree field of view

Tracking System

Tritech Micron Nav USBL Positioning System including the following: Tritech Micron integration kit with penetrator, mounting kit, and cabling Dunking transducer with 10 meter cable, Seahub and responder/transponder Software and GPS and output drivers

Training

Onsite at Cambridge, MA

3 days of maintenance and operating training for members of the Fire Department

Warranty

2 year warranty on all components

Successful bidder will maintain a manufacturer authorized service and repair facility with 75 miles of Cambridge, MA

End of Specification

Bidder Name			

File AM	No. 7087-Remotely Operated Vehicle (ROV) System for Fire Department- Thursday, December 17, 2015 @ 11:00
A	<u>Quality Requirements</u> Suran and the second of a failure to meet any of the following Quality Requirements will result in a Expection of your bid.
С	circle "YES" or "NO" for <u>each</u> of the following requirements:

rejection of your bid.
Circle "YES" or "NO" for each of the following requirements:
 Bidder has been in the business selling remotely operated vehicle (ROV) systems for five or more years.
Yes No
2. Bidder will provide a two year warranty on all components.
Yes No
 Bidder will maintain a manufacturer authorized service and repair facility within 75 miles of Cambridge. Yes No
Bid Submissions Bidder shall provide three references. References shall be from a City, State or Government entity. Each reference should include the following details: Address, Contact person and telephone number. In addition the City reserves the right to use itself as a reference. A bid maybe rejected on the basis of one or more references reporting poor past performance by the bidder.

Continued on next page

Bidder Name

File No. 7087-Remotely Operated Vehicle (ROV) System for Fire Department- Thursday, December 17, 2015 @ 11:00 AM
PRICE PROPOSAL
Underwater remotely operated vehicle (ROV) system and three consecutive days of training as per the specification.
Bid Price \$
Bid Price in words:
Signature of Bidder:
Bidder Name

Americans with Disabilities Act (42 U.S.C. 12131) Section 504 of the Rehabilitation Act of 1973 Tax Compliance/Anti-Collusion Statement Debarment Statement

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

Print Name of person signing bid)	-
	<u></u>
(Signature & Title)	
Bidder Name	

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

standar <u>lines b</u>	The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and dots that are consistent with the provisions of the attached CORI Policy. All Vendors must check one of the three elow.					
1.	CORI checks are not performed on any Applicants.					
2.	CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.					
3.	CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.					
	(Typed or printed name of person signing quotation, bid or proposal) Signature					
	(Name of Business) NOTE: The City Manager in his calls discretion may great a waiver to any Vender on a centract by centract					
	The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.					
	Instructions for Completing CORI Compliance Form: A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.					
	This form must be submitted with your bid					

Bidder Name _____

City of Cambridge CORI Policy

- 1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
- 2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
- An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
- 4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
- 5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
- 6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
- 7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
- 8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
- 9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's Information Concerning the Process in Correcting a Criminal Record. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
- 10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses:
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.

Bidder N	lame				

- 11. The Personnel Department will assist affected departments in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
- 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
- 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

Bidder Name

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

Bidder Name

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury City Clerk

3idder l	Name	

City Of Cambridge Articles Of Agreement



Commodity:
File Number:
This agreement is made and entered into this, by and between the City Of Cambridge ("the TY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and, existing under the laws of the State of ("the Contractor"). Address: Telephone, Fax, E-mail:
Auticle 1. Definition. "This Contract" as used housing shall proper those Auticles of Agreement and "the hid decreases."
Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the species, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the city.
Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning of
Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).
Contract Value:
Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal shall invoice department to which it provided the service, not the Purchasing Department.
Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (i) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within asonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the rices for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contractincluding, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.
Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing ices as provided in this Contract.
Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.
Ridder Name

File No. 7087-Remotely Operated Vehicle (ROV) System for Fire Department- Thursday, December 17, 2015 @ 11:00 Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof. Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of ____0%____ of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check. Article X. Equal Opportunity. The Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article. Article XI. Assignability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city. In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written. The City: The Contractor: Richard C. Rossi Signature and Title City Manager Amy L. Witts **Purchasing Agent** Approved as to form: Nancy E. Glowa **City Solicitor**

Bidder Name ____